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RECENT DECISIONS

ALIENS—DEPORTATION—ANARCHICAL TEACHINGS.—The relator, an alien, was found teaching and advocating the principles of anarchy. A decree was approved by the Commissioner of Immigration to deport the relator for violation of the Immigration Act of February 5, 1917, which provides for the deportation of certain classes of aliens, including anarchists, irrespective of the time of their entry into the United States. The relator contended that he did not come within the purview of the statute because he was a philosophic anarchist and opposed to the use of force and violence. *Held*, the relator comes within the meaning of the statute and may be deported. *Lopez v. Howe* (C. C. A.), 259 Fed. 401. See NOTES, p. 201.

APPEAL AND ERROR—SUPERSEDEAS BOND—WHEN JUDGMENT "AFFIRMED"—A judgment was recovered for a certain sum of money with interest. A writ of error and supersedeas was granted to that judgment, provided the defendant should execute a penalty bond with approved security and condition according to law. This having been done, the Supreme Court of Appeals entered an order annulling the judgment and remanding the cause for a new trial with the proviso, however, that if the defendant in error should, within ninety days, enter a remittitur for the interest granted by the lower court, the judgment should stand affirmed. This remittitur was entered and the question then arose as to whether or not the judgment had been affirmed within the intent and meaning of the condition of the supersedeas bond so as to hold the sureties liable. *Held*, the judgment had been affirmed. *National Surety Co. v. Commonwealth* (Va.), 99 S. E. 657.

The obligation of sureties upon bonds is *strictissimi juris* and is not to be extended by implication beyond the very terms of the contract. See *Mann v. Mann*, 119 Va. 630, 89 S. E. 897; *Crane v. Buckley*, 203 U. S. 441. And the obligation of a supersedeas bond being purely a matter of statutory requirement the provision of the statute is to be read into every such bond. *Bemiss v. Commonwealth*, 113 Va. 489, 75 S. E. 115. Consequently the decisions as to what constitutes an affirmance within the condition of a supersedeas bond will vary according to the statutes of the different states. However, under a statute similar to that of the Virginia Code, a judgment affirming the judgment of the lower court as to the principal sum and six per cent interest, upon the plaintiff's remitting an illegal excess of interest recovered in the lower court, was held to be such an affirmance of the judgment as to bind the surety. *Orr v. Hopkins*, 124 U. S. 510.

A fortiori, where the condition of the bond, or the statute under which it is executed, specifically provides that the sureties shall be liable to pay the judgment of the superior court whether that judgment be an entire or partial affirmance of the judgment of the lower court, the sureties are bound in case the judgment is reversed with condition